

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole County John E. Polk Correctional Facility Expansion

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bob Hunter

EXT: 7119

MOTION/RECOMMENDATION:

Approve the completion of the third floor for the jail expansion project through the following actions:

1. Authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-70 through the 2005 Sales Tax Revenue Bonds/Jail Project Fund in the amount of \$3,540,573.
2. Authorize the Purchasing & Contracts Manager to execute Change Order #10 to RFP-0613-06/TLR in the amount of \$3,738,353.00 with Skanska/Wharton-Smith, of Orlando, Florida.
3. Authorize the Purchasing & Contracts Manager to execute Amendment #1 to Work Order #2 under RFP-0580-06/BLH in the amount of \$185,835.20 with PMA Consultants, of Orlando, Florida, and
4. Authorize the Purchasing & Contracts Manager to execute Amendment #3 to PS-0369-05/DRR in the amount of \$224,329.00 with HKS Architects, Inc., of Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

RFP-0613-06/TLR provides for a qualified Construction Manager/General Contractor (Construction Manager at Risk) for the Seminole County John E. Polk Correctional Facility Expansion project. The original scope of the project included the third floor shell which was anticipated to provide 144 additional beds to be "built out" at a later time. On August 8, 2008, the Board awarded this project to Skanska/Wharton-Smith, of Orlando, Florida.

Change Order #10 will provide for the completion of the 144 additional beds on the third floor, through utilization of the accrued interest on the project bonds. Approval of this additional scope will allow the County to take advantage of the cost efficiencies that would be realized when performing work during current mobilization which will maintain project familiarity by all involved contractors, and secure advantageous pricing available within the current construction market. In addition, Amendment #1 to Work Order #2 under RFP-0580-06/BLH will provide for increased services by the Owner's Representative, and Amendment #3 to PS-0369-05/DRR will provide for increased services by the project's design Consultant.

The following is a summary of the cost for construction services under RFP-0613-06/TLR:

Original Agreement Sum	\$29,517,003.00
Change Order #1	(Time Only)
Change Order #3	\$45,341.00
Change Order #8	-\$69,291.00

Change Order #2, 4, 5, 6, 7&9	-\$5,964,787.00 (Sales Tax Recovery)
Change Order #10	<u>\$3,738,353.00</u>
Revised Agreement Total	\$27,266,619.00

The following is a summary of the cost for Owner's Representative Services of RFP-0580-06/BLH:

Original <u>Estimated Usage</u>	\$1,195,000.00 (Work Order based)
Work Order #1	\$143,828.00
Work Order #2	\$1,027,173.00
Work Order #2, Amendment #1	<u>\$185,835.20</u>
Total Work Order Cost	\$1,356,836.20

The following is a summary of the cost for design services under PS-0369-05/DRR:

Original Agreement Sum	\$2,500,000.00
Amendment #1	(clarification only)
Amendment #2	\$187,807.00
Amendment #3	<u>\$224,329.00</u>
Revised Agreement Total	\$2,912,136.00

This is a budgeted project, and funds for the professional services will be available after included amendment in Jail Expansion Project (Account #010575.560650, CIP #00273501).

Project Budget Recap:

Expenditures to 9/30/08:	4,725,355
Project Budget FY08/09	31,489,596
Requested Amendment	<u>3,540,573</u>
	39,755,524

STAFF RECOMMENDATION:

Staff recommends the Board approve the completion of the third floor for the jail expansion project through the following actions:

1. Authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-70 through the 2005 Sales Tax Revenue Bonds/Jail Project Fund in the amount of \$3,540,573.
2. Authorize the Purchasing & Contracts Manager to execute Change Order #10 to RFP-0613-06/TLR in the amount of \$3,738,353.00 with Skanska/Wharton-Smith, of Orlando, Florida.
3. Authorize the Purchasing & Contracts Manager to execute Amendment #1 to Work Order #2 under RFP-0580-06/BLH in the amount of \$185,835.20 with PMA Consultants, of Orlando, Florida, and
4. Authorize the Purchasing & Contracts Manager to execute Amendment #3 to PS-0369-05/DRR in the amount of \$224,329.00 with HKS Architects, Inc., of Orlando, Florida.

ATTACHMENTS:

1. RFP-0613-06_TLR - Backup Documentation
2. Budget Forecast Analysis wo Future Interest
3. RFP-0613-06_TLR - Change Order #10 (Skanska-Wharton Smith)
4. RFP-0580-06_B LH - Work Order #2 Amendment #1 (PMA Consultants)
5. PS-0369-05_DRR - Amendment #3 (HKS Architects)
6. Budget Amendment Resolution

Additionally Reviewed By:

- ☒ County Attorney Review (Ann Colby)
- ☒ Budget Review (Lin Polk, Lisa Spriggs)

Budget Forecast Analysis

Jail Expansion Project

CIP #: 00273501

Forecast Period: Life-to-Date (LTD) through Completion of Third Floor

	REVENUE	EXPENSES	TOTAL
FUNDING/REVENUE (ACTUALS)			
Project Budget	35,000,000	-	35,000,000
LTD Bond Interest Earnings (Through FY 07/08)	4,482,453	-	4,482,453
Subtotal (Actuals):	39,482,453	-	39,482,453
ENCUMBRANCES/EXPENDITURES			
CM - Preconstruction (Skanska/Wharton-Smith)	-	(318,000)	(318,000)
CM - GMP (Skanska/Wharton-Smith)	-	(29,517,003)	(29,517,003)
CM - GMP Change Orders (Non-ODP Related)	-	23,951	23,951
Owners Representative (PMA Consultants)	-	(1,171,001)	(1,171,001)
Architecture/Engineering (HKS)	-	(2,888,807)	(2,888,807)
Other Professional Fees	-	(154,155)	(154,155)
Permitting	-	(510,947)	(510,947)
Testing & Surveying	-	(220,344)	(220,344)
Other Costs	-	(119,237)	(119,237)
Subtotal:	-	(34,875,542)	(34,875,542)
FORECASTED REVENUE/EXPENDITURES			
Additional Interest Earnings (Estimate) ¹	600,000	-	600,000
Sales Tax Savings (Estimate) ²	-	338,977	338,977
Contingency Items (Estimate)	-	(600,000)	(600,000)
Subtotal (Forecasted):	600,000	(261,023)	338,977
THIRD FLOOR CONSTRUCTION			
CM - GMP (Skanska/Wharton-Smith)	-	(3,738,353)	(3,738,353)
Owners Representative (PMA Consultants)	-	(186,000)	(186,000)
Architecture/Engineering (HKS)	-	(225,000)	(225,000)
Other Costs (Permitting/Testing/Etc.)	-	(130,000)	(130,000)
Subtotal (Forecasted):	-	(4,279,353)	(4,279,353)
GRAND TOTAL:	\$ 40,082,453	\$ (39,415,918)	\$ 666,535

ANALYSIS SUMMARY

Based on actual and forecasted financials, an estimated \$4,945,888 will be available as of June 2010. Approximate cost to construct the third floor totals \$4,279,353, leaving a final budget balance totaling approximately \$666,535.

¹ Forecasted amount based on an anticipated \$410,000 in FY 2008/09 and \$190,000 in FY 2009/10.

² Sales Tax Savings (Estimate) includes all deductive change orders issued to Skanska/Wharton-Smith for owner direct purchase/sales tax recovery costs.

COST PER BED

Original Project Scope -- 288 beds at:	\$	121,096	per/bed ³
Third Floor Construction -- 144 beds at:	\$	29,718	per/bed
Combined Project -- 432 beds at:	\$	90,636	per/bed

³ Original project scope includes cost of the building infrastructure, expansion of the booking/intake area, and renovations to the existing kitchen.

Budget Forecast Analysis Without Future Interest Shown

Jail Expansion Project

CIP #: 00273501

Forecast Period: Life-to-Date (LTD) through Completion of Third Floor

	REVENUE	EXPENSES	TOTAL
FUNDING/REVENUE (ACTUALS)			
Project Budget	36,214,951	-	36,214,951
Amendment Request (Interest Income thru May-09)	3,540,573	-	3,540,573
Subtotal (Actuals):	39,755,524	-	39,755,524
ENCUMBRANCES/EXPENDITURES			
CM - Preconstruction (Skanska/Wharton-Smith)	-	(318,000)	(318,000)
CM - GMP (Skanska/Wharton-Smith)	-	(29,517,003)	(29,517,003)
CM - GMP Change Orders (Non-ODP Related)	-	23,951	23,951
Owners Representative (PMA Consultants)	-	(1,171,001)	(1,171,001)
Architecture/Engineering (HKS)	-	(2,888,807)	(2,888,807)
Other Professional Fees	-	(154,155)	(154,155)
Permitting	-	(510,947)	(510,947)
Testing & Surveying	-	(220,344)	(220,344)
Other Costs	-	(119,237)	(119,237)
Subtotal:	-	(34,875,542)	(34,875,542)
FORECASTED REVENUE/EXPENDITURES			
Sales Tax Savings (Estimate) ¹	-	338,977	338,977
Contingency Items (Estimate)	-	(600,000)	(600,000)
Subtotal (Forecasted):	-	(261,023)	(261,023)
THIRD FLOOR CONSTRUCTION			
CM - GMP (Skanska/Wharton-Smith)	-	(3,738,353)	(3,738,353)
Owners Representative (PMA Consultants)	-	(186,000)	(186,000)
Architecture/Engineering (HKS)	-	(225,000)	(225,000)
Other Costs (Permitting/Testing/Etc.)	-	(130,000)	(130,000)
Subtotal (Forecasted):	-	(4,279,353)	(4,279,353)
GRAND TOTAL:	\$ 39,755,524	\$ (39,415,918)	\$ 339,606

ANALYSIS SUMMARY

Based on actual and forecasted financials, an estimated \$4,618,959 will be available as of June 2010. Approximate cost to construct the third floor totals \$4,279,353, leaving a final budget balance totaling approximately \$339,606.

¹ Sales Tax Savings (Estimate) includes all deductive change orders issued to Skanska/Wharton-Smith for owner direct purchase/sales tax recovery costs.

COST PER BED

Original Project Scope -- 288 beds at:	\$	121,096	per/bed ²
Third Floor Construction -- 144 beds at:	\$	29,718	per/bed
Combined Project -- 432 beds at:	\$	90,636	per/bed

² Original project scope includes cost of the building infrastructure, expansion of the booking/intake area, and renovations to the existing kitchen.

Prime Contract Change Order

Seminole County Jail

Date: 5/18/2009

To Owner

Seminole County

Architect's Project No:

Contract Date:

Contract Number: PR-001

Change Order Number: 010

The Contract is hereby revised by the following items:

Third Floor Build Out

CE	Description	Amount
OCR -035	Third Floor Build Out - Complete	\$ 3,738,353

This Change Order includes the following Clarifications, Assumptions and Conditions:

1. All pricing is based on a third floor that is virtually identical in design, use, permit code, etc. to that of the current 2nd floor plan below including all applicable design modifications thru ASI 26 & RFI's 1 - 215
2. No further upgrades to any campus wide (i.e. area's outside of Inmate Housing 3rd Floor space) mechanical, electrical, fire suppression, alarm, backup power, water service, sanitary sewage collection/ distribution service, etc. is included. It is understood by Contractor that all MEP&Fp services available to the 3rd floor are sufficient to support the intended design.
3. It is expected that all design, permitting and inspections will be consistent with the building code criteria of the 2nd floor.
4. This Change Order shall only be valid if accepted in writing on or before the date of July 17, 2009.
5. The project Substantial Completion date shall be extended to August 29, 2010.
6. This change Order shall only be valid if a Building Dept/ AHJ (Authorities Having Jurisdiction) approval to construct the complete third floor build out, which is consistent with these Clarifications, Assumptions & Conditions is received no later than September 14, 2009.
7. The following items are NOT included in this proposal: Builder's Risk Insurance & Associated Deductibles, Threshold Inspection Services, Testing Services, Impact Fees, Permitting Costs, Design Services and Owner's Representative Oversight Services
8. Due to schedule requirements all door, window & security frames/ equipment will be installed after substrate has been completed via dimpled frame/ punched opening & bolt set method.
9. This Change Order includes partial third floor build out costs previously supplied to Owner in Contractor transmitted documents OCR 35DR and OCR 67. If the Owner accepts either/ both of these previously provided proposals prior to acceptance of this Change Order, the cost of this Change Order shall be reduced in equal proportion by the amount approved (acceptance of other proposals will not affect the schedule extension being requested in this Change Order).
10. This Change Order assumes all submittals/ shop drawings will be reviewed by the design team consultants and returned within ten (10) working days of submission.
11. This Change Order assumes Owner/ Designer will approve the purchase and release of the following specific long lead materials/ equipment within ten (10) working days of an acceptable submittal: HVAC Equipment, Doors, Security Detention Equipment, Plumbing Fixtures, Masonry CMU Block
12. This Change Order includes monies to cut, remove a portion of the tilt panel at the south end of the 3rd floor and install a double door (with view panel in each leaf) in the wall leading to Mechanical Rm/ future officer area. No costs are included to relocate the 3rd floor Mechanical Rm.

Prime Contract Change Order
Seminole County Jail

The original Contract Value was.....	\$	29,517,003
Sum of changes by prior Prime Contract Change Orders.....	(\$	5,988,737)
The Contract Value prior to this Prime Contract Change Order was.....	\$	23,528,266
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	3,738,353
The new Contract Value including this Prime Contract Change Order will be.....	\$	27,266,619
The Contract duration will be changed by.....		74 wrk days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		August 29, 2010

SEMINOLE COUNTY REPRESENTATIVE SIGNATURE BELOW IS AS AUTHORIZED BY SECTION 8.153
OF THE SEMINOLE COUNTY ADMINISTRATIVE CODE:

Ray Hooper, Purchasing & Contracts Manager

WITNESSES:

HKS Architects

ARCHITECT

225 E. Robinson St., Orlando, FL 32801

ADDRESS

By: Johnny Baize

Signature: _____

Date: _____

Seminole County

OWNER

200 W. County Home Rd. Sanford, FL
32773

ADDRESS

By: Frank Raymond

Signature: _____

Date: _____

Skanska/Wharton-Smith JV

CONTRACTOR

111 N. Magnolia Ave. Ste 1150, Orlando, FL
32801

ADDRESS

By: Frank Cardinal

Signature: _____

Date: _____

PMA Consultants LLC

OWNER REP.

4901 Vineland Rd. #330, Orlando, FL
32811

ADDRESS

By: Peter A. Markham

Signature: _____

Date: _____

Ed Bayton: _____ Date: _____

**Seminole County Jail
Deliverable Summary**
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 6 Stewwork	Adjustments	Total	Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor - 12/18/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,395	17,124	9,613	2,580	248,292	80,201	85,949	30,198	30,198	30,198
Division 1	General Requirements										
01732	Selective Demolition	N/A	54,120	69,900	N/A	N/A	13,263	175,083	N/A	10,000	10,000
Division 2	Site Construction						0				
02002	FDOT Standard Specifications for Road and Bridge Construction	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02080	Abandonment Removal and Disposal of Existing pipe removed form s	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02100	Site Preparation	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02140	Dewatering (During Construction)	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02200	Earthwork	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02276	Temporary Erosion & Sediment Control	N/A	N/A	N/A	N/A	821,882	-12,984	965,824	N/A	N/A	N/A
02330	Manholes	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02361	Termite Control	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02660	Water Transmission System	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02670	Wastewater Transmission System	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02700	Irrigation	N/A	N/A	N/A	N/A	In 02300	0	In 02300	N/A	N/A	N/A
02822	Security Chain-Link Fences and Gates	N/A	N/A	N/A	N/A	227,758	0	227,758	N/A	N/A	N/A
02840	Parking Accessories	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
02900	Landscape	N/A	N/A	N/A	N/A	75,011	0	75,011	N/A	N/A	N/A
02920	Sod	N/A	N/A	N/A	N/A	In 02900	0	In 02900	N/A	N/A	N/A
Division 3	Concrete						0				
03100	Concrete Formwork	In 03300	In 03300	In 03300	In 03300	N/A	0	In 03300	In 03300	In 03300	In 03300
03200	Concrete Reinforcement	In 03300	In 03300	In 03300	In 03300	N/A	0	In 03300	In 03300	In 03300	In 03300
03300	Cast-In-Place Concrete	2,082,764	398,880	24,690	51,140	9,680	-56,975	2,510,179	610,115	15,000	46,820
03301	Cast-In-Place Concrete For Site Work	In 03300	In 03300	In 03300	In 03300	N/A	0	In 03300	In 03300	In 03300	In 03300
03350	Concrete Finishing	In 03300	In 03300	In 03300	In 03300	N/A	0	In 03300	In 03300	In 03300	In 03300
	Prep concrete floors prior to installation of floor sealer allowance	75,461	5,990	N/A	6,126	N/A	0	87,577	N/A	In Base	In Base
03410	Structural Precast Concrete	454,240	252,460	N/A	N/A	N/A	0	706,700	184,930	In Base	In Base

Seminole County Jail
Deliverable Summary
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 5 Sewer	Adjustments	Total	Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/19/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949	30,198	30,198	30,198
03470	Tilt-Up Concrete Construction	In 03300	In 03300	In 03300	In 03300	N/A	0	In 03300	In 03300	In Base	In Base
03530	Concrete Topping	In 03300	In 03300	In 03300	In 03300	N/A	0	In 03300	In 03300	In Base	In Base
03600	Grouting of Utility Pipes	N/A	N/A	N/A	N/A	In 02200	0	In 02200	N/A	N/A	N/A
Division 4	Masonry						0				
04210	Brick Masonry	907,508	773,804	64,558	61,731	N/A	-40,000	1,787,620	52,660	371,094	348,885
04220	Concrete Masonry Units	In 04210	In 04210	In 04210	In 04210	In 04210	0	In 04210	In 04210	In 04210	In 04210
04230	Reinforced Unit Masonry	In 04210	In 04210	In 04210	In 04210	In 04210	0	In 04210	In 04210	In 04210	In 04210
Division 5	Metals						0				
05120	Structural Steel	287,478	91,180	20,791	79,021	N/A	96,010	585,081	97,076	46,663	59,048
05200	Steel Joists	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	N/A	N/A	N/A
05310	Steel Roof Deck	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	N/A	N/A	N/A
05400	Cold Formed Metal Framing	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	In 05120	In 05120	In 05120
05500	Metal Fabrications	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	In 05120	In 05120	In 05120
05511	Metal Stairs	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	In 05120	N/A	N/A
05521	Pipe and Tube Railings	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	In 05120	In 05120	In 05120
05530	Grating	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	In 05120	In 05120	In 05120
05731	Custom Formed Metal Fabrications	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	In 05120	In 05120	In 05120
05810	Expansion Joint Assemblies	In 05120	In 05120	In 05120	In 05120	N/A	0	In 05120	In 05120	In 05120	In 05120
Division 6	Wood and Plastics						0		N/A	N/A	N/A
06100	Rough Carpentry	42,762	58,033	1,018	N/A	N/A	-13,707	88,106	N/A	21,381	29,192
06410	Custom Cabinets	In 06100	In 06100	In 06100	In 06100	N/A	0	In 06100	N/A	In 06100	In 06100
Division 7	Thermal and Moisture Protection						0				
07110	Damp proofing	85,266	79,657	29,655	19,152	N/A	-2,100	213,630	22,300		31,029
07120	Waterproofing	In 07110	In 07110	In 07110	In 07110	N/A	0	In 07110	In 07110	In 07110	In 07110
07210	Building Insulation	With Trades	With Trades	With Trades	With Trades	N/A	0	With Trades	With Trades	With Trades	With Trades
07241	EIFS - Thin Coat Class PB	In 09260	In 09260	In 09260	In 09260	N/A	0	In 09260	In 09260	N/A	N/A

**Seminole County Jail
Deliverable Summary**
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 6 Site Work	Adjustments	Total	Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/18/08	3rd Floor Build Out Proposal Costs 5/13/09
	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949	30,198	30,198	30,198
07263	Below slab-on-Grade Vapor Retarder	In 03300	In 03300	In 03300	In 03300	N/A	0	In 03300	N/A	N/A	N/A
07417	Insulated Metal Wall Panels	53,960	N/A	N/A	N/A	N/A	0	53,960	N/A	N/A	N/A
07552	Modified Bituminous Membrane Roofing	403,617	239,183	6,304	33,988	N/A	0	683,092	N/A	N/A	N/A
07591	Membrane Re-roofing Preparation	In 07552	In 07552	In 07552	In 07552	N/A	0	In 07552	N/A	N/A	N/A
07600	Flashing and Sheet Metal	Void Per RFI 15	Void Per RFI 15	Void Per RFI 15	Void Per RFI 15	N/A	0	Void Per RFI 15	N/A	N/A	N/A
07710	Manufactured Roof Specialties	In 07552	In 07552	In 07552	In 07552	N/A	0	In 07552	N/A	N/A	N/A
07716	Roof Expansion Assemblies	In 07552	In 07552	In 07552	In 07552	N/A	0	In 07552	N/A	N/A	N/A
07720	Roof Accessories	In 07552	In 07552	In 07552	In 07552	N/A	0	In 07552	N/A	N/A	N/A
07841	Through-Penetration Firestopping	With Trades	With Trades	With Trades	With Trades	N/A	0	With Trades	With Trades	With Trades	With Trades
07842	Fire-Resistive Joint Firestopping	In 04210 / 09260	04210 / 09260	04210 / 09260	04210 / 09260	N/A	0	In 04210 / 09260	In 04210 / 09260	In 04210 / 09260	In 04210 / 09260
07920	Joint Sealants	In 07110	In 07110	In 07110	In 07110	N/A	0	In 07110	In 07110	In 07110	In 07110
Division 8	Doors & Windows										
08115	Hollow Metal Doors and Frames	23,167	65,558	6,945	7,548	N/A	0	108,220	N/A	11,584	13,706
08211	Flush Wood Doors	In 08115	In 08115	In 08115	In 08115	N/A	0	In 08115	N/A	In 08115	In 08115
08311	Access Doors and Frames	1,000	1,000	1,000	N/A	N/A	0	4,000	N/A	500	0
08312	Security Access Doors and Frames	In 11195	In 11195	In 11195	In 11195	N/A	0	In 11195	In 11195	In 11195	In 11195
08322	Detention Doors and Frames	In 11195	In 11195	In 11195	In 11195	N/A	0	In 11195	In 11195	In 11195	In 11195
08331	Overhead Colling Doors	65,963	N/A	N/A	4,266	N/A	0	70,229	16,860	16,122	0
08332	Overhead Colling Counter Shutters	In 08331	In 08331	In 08331	In 08331	N/A	0	In 08331	N/A	In 08331	4,200
08350	Four Fold Sally Port Doors	N/A	84,196	N/A	N/A	N/A	0	84,196	N/A	N/A	N/A
08355	Accordion Folding Fire Doors	In 08331	In 08331	In 08331	In 08331	N/A	0	In 08331	N/A	In 08331	15,318
08412	Aluminum Entrance Doors	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	N/A	N/A
08710	Door Hardware	In 08115	In 08115	In 08115	In 08115	N/A	0	In 08115	N/A	In 08115	N/A
08800	Glazing	3,000	2,000	3,000	N/A	N/A	132,344	140,344	54,000	1,500	0
08805	Security Glazing	In 11195	In 11195	In 11195	In 11195	N/A	0	In 11195	In 11195	In 11195	In 11195
08830	Mirrors	In 08412	In 08412	In 08412	In 08412	N/A	0	In 08412	N/A	In 08412	In 08412
08920	Glazed Aluminum Wall Systems	139,000	N/A	N/A	N/A	N/A	0	139,000	70,000	N/A	N/A

**Seminole County Jail
Deliverable Summary**
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 5 Stewwork	Adjustments	Total	Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/18/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,396	17,124	8,613	2,580	248,292	80,201	85,949	30,198	30,198	30,198
Division 9	Finishes						0				
09210	Acoustical Cement Plaster	In 09260	In 09260	In 09260	21,035	In 09260	-21,035	0	In 09260	In 09260	In 09260
09220	Portland Cement Plaster	In 09260	In 09260	In 09260	In 09260	In 09260	0	In 09260	In 09260	In 09260	In 09260
09260	Gypsum Board Assemblies	354,241	147,500	64,000	33,500	N/A	2,000	501,241	6,500	170,621	177,500
09285	Finishing of Gypsum Board	In 09260	In 09260	In 09260	In 09260	In 09260	0	In 09260	N/A	In 09260	In 09260
09300	Tile	143,537	14,640	22,320	N/A	N/A	0	186,497	N/A	71,769	45,546
09512	Acoustical Panel Ceilings	40,356	22,980	2,810	N/A	N/A	750	79,683	N/A	20,179	10,050
09651	Resilient Tile Flooring	56,004	21,950	399	N/A	N/A	0	93,948	N/A	28,002	8,705
	Seal VCT /Rubber Floors due to Moisture Testing - Allowance	19,425	14,656	N/A	N/A	N/A	0	34,081	N/A	9,713	9,713
09653	Resilient Base & Accessories	In 09651	In 09651	In 09651	In 09651	In 09651	0	In 09651	In 09651	In 09651	In 09651
09671	Resinous Flooring	N/A	N/A	35,789	N/A	N/A	0	35,789	N/A	N/A	N/A
	Sealing of epoxy floors due to moisture testing - allowance	N/A	N/A	9,367	N/A	N/A	0	9,367	N/A	N/A	N/A
09681	Carpet Tiles	In 09651	In 09651	In 09651	In 09651	In 09651	0	In 09651	N/A	In 09651	In 09651
09900	Painting For Utilities	229,550	76,130	32,055	19,785	N/A	-9,800	350,045	23,620	52,132	64,530
09910	Painting	In 09900	In 09900	In 09900	In 09900	In 09900	0	In 09900	In 09900	In 09900	In 09900
09965	Sacrificial Graffiti Barrier Coatings	In 09900	In 09900	In 09900	In 09900	In 09900	0	In 09900	In 09900	N/A	N/A
09968	Textured Acrylic Coatings	In 09900	In 09900	In 09900	In 09900	In 09900	0	In 09900	In 09900	N/A	N/A
09970	Coating for Steel	In 09900	In 09900	In 09900	In 09900	In 09900	0	In 09900	In 09900	N/A	N/A
09985	Silicone Elastomeric Coatings	In 09900	In 09900	In 09900	In 09900	In 09900	0	In 09900	In 09900	N/A	N/A
Division 10	Specialties						0				
10100	Visual Display Board	2,580	N/A	N/A	N/A	N/A	0	2,580	N/A	1,250	1,400
10210	Wall Louvers	25,300	N/A	N/A	N/A	N/A	0	25,300	N/A	12,650	0
10270	Access Flooring	N/A	20,819	N/A	N/A	N/A	0	20,819	N/A	N/A	N/A
10400	Signs and Graphic Elements	4,965	3,596	N/A	N/A	3,600	0	12,151	244	2,483	4,000
10520	Fire Protection Specialties	47,279	6,705	1,523	N/A	N/A	0	55,507	N/A	23,640	7,980
10530	Prefabrication Aluminum Canopies	N/A	20,128	N/A	N/A	N/A	0	20,128	N/A	N/A	N/A

Seminole County Jail
Deliverable Summary
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 5 Sikework	Adjustments	Total	Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/18/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949	30,198	30,198	30,198
107560	Telephone Specialties	In 10520	In 10520	In 10520	In 10520	N/A	0	In 10520	N/A	In 10520	In 10520
10810	Toilet Accessories	In 10520	In 10520	In 10520	In 10520	N/A	0	In 10520	N/A	In 10520	In 10520
Division 11	Equipment						0				
11015	Exterior Building Maintenance Support Systems	33,904	42,174	N/A	N/A	N/A	0	76,078	N/A	N/A	N/A
11110	Laundry Equipment	N/A	N/A	38,417	N/A	N/A	0	38,417	N/A	N/A	N/A
11132	Projection Screens	In 10520	In 10520	In 10520	In 10520	N/A	0	In 10520	N/A	In 10520	In 10520
11133	T. V. Support Brackets	In 10520	In 10520	In 10520	In 10520	N/A	0	In 10520	N/A	In 10520	In 10520
11193	Detention Screens	In 11195	In 11195	In 11195	In 11195	N/A	0	In 11195	In 11195	In 11195	In 11195
11195	Detention Furnishings	788,572	402,651	16,194	1,000	N/A	-151,248	1,033,924	42,713	260,949	381,497
11196	Security Fasteners	In 11195	In 11195	In 11195	In 11195	N/A	0	In 11195	In 11195	In 11195	In 11195
11400	Food Service Equipment	N/A	N/A	414,928	N/A	N/A	3,986	418,912	N/A	N/A	N/A
	Temporary Kitchens	N/A	N/A	595,243	N/A	N/A	0	595,243	N/A	N/A	N/A
11451	Residential Appliances	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	N/A	N/A
11491	Gymnasium Equipment	6,701	N/A	N/A	N/A	N/A	-6,701	0	N/A	N/A	N/A
Division 12	Furnishings						0				
Division 13	Special Construction						0				
13852	Digital Addressable Fire Alarm System	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	0	In Electrical	N/A	In Electrical	In Electrical
13915	Fire Suppression Piping	In 13915	In 13915	In 13915	In 13915	In 13915	0	In 13915	N/A	In 13915	In 13915
13930	Wet Pipe Fire Suppression Sprinklers	188,070	72,685	10,250	12,515	6,640	0	306,640	30,800	78,635	37,019
13935	Dry Pipe Fire Suppression Sprinklers	In 13915	In 13915	In 13915	In 13915	In 13915	0	In 13915	N/A	N/A	N/A
Division 14	Conveying Systems						0				
14240	Hydraulic Elevators	269,890	N/A	N/A	N/A	N/A	0	269,890	9,930	7,241	16,509
14580	Pneumatic Tube Systems	N/A	N/A	N/A	N/A	N/A	0	44,292	N/A	N/A	N/A
Division 15	Mechanical						0				
	Plumbing	631,630	197,370	154,500	97,000	28,000	0	1,125,500	10,700	305,115	185,807
	HVAC	1,119,799	311,055	248,844	1,306,432	124,422	20,000	3,140,552	67,000	727,869	453,757

**Seminole County Jail
Deliverable Summary**
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 6 Sewerwork	Adjustments	Total	Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/18/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	90,201	85,949	30,198	30,198	30,198
Division 16 Electrical							0				
	Electrical	1,995,353	304,864	226,814	103,264	255,168	-150,000	2,735,443	70,000	822,677	520,600
Division 17 Technology							0				
17010	Technology General Provisions	1,151,512	419,979	53,965	68,118	132,305	-75,000	1,771,334	28,715	508,541	391,833
17110	Pathways and Spaces for Structural Cabling System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
17120	Structured Cabling system	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
17450	Grounding and Bonding for Telecommunications Systems	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
17776	Paging System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
17783	Broadband Distribution Systems	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
17810	Security Control System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
17820	Closed Circuit Television System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
17830	Intercom System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	N/A	In 17010	In 17010
	Walkway Canopy	N/A	N/A	N/A	N/A	128,715	0	128,715	N/A	N/A	N/A
	Administration Area						0	0		N/A	N/A
	Alternate No. 2 CCTV Monitoring	31,107	N/A	N/A	N/A	N/A	N/A	31,107		N/A	N/A
	Alternate No. 5 T5.12 Note No. 1	21,710	N/A	N/A	N/A	N/A	N/A	21,710		N/A	N/A
	Value Management Allowance						-100,076	-100,076			

Seminole County Jail
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DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 5 Stewwork	Adjustments	Total	Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/18/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949	30,198	30,198	30,198
	Subtotal Cost of Work:	\$11,696,672	\$4,203,822	\$2,155,287	\$1,935,611	\$1,812,177	-\$368,223	\$21,879,377	\$1,409,163	\$3,632,346	\$2,973,356
0.15%	BUILDING PERMIT COSTS	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	N/A	By Owner	By Owner
	DATA PROCESSING COST	\$22,303	\$9,020	\$4,110	\$3,672	\$3,457	-\$702	\$41,617	\$2,659	\$7,133	\$5,031
1.25%	SUB GUARD / SUBCONTRACTOR BONDS	\$146,208	\$52,574	\$26,941	\$24,070	\$22,685	-\$4,603	\$273,492	\$17,615	\$45,404	\$37,167
	OWNER'S PROTECTIVE LIABILITY INSURANCE	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner
	BUILDERS RISK INSURANCE (Alternate)	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	By Owner	By Owner
0.861%	P&P BOND	\$128,058	\$48,048	\$23,697	\$21,082	\$19,851	-\$4,031	\$238,956	\$15,267	\$40,954	\$28,313
	GENERAL CONDITIONS	\$1,597,447	\$574,415	\$294,354	\$262,996	\$247,630	-\$50,289	\$2,926,542	\$180,000	\$360,000	\$315,000
3.000%	CONTINGENCY	\$350,900	\$126,178	\$64,659	\$57,768	\$54,395	-\$11,047	\$656,361	\$42,275	\$363,235	Not Included
	PERMIT/ DESIGN ADJUSTMENT ALLOWANCE - (5% 3rd FL B/O)	\$40,939	\$14,721	\$7,544	\$6,740	\$9,346	-\$1,269	\$75,000	N/A	Not Included	\$167,943
0.970%	GENERAL LIABILITY INSURANCE	\$144,224	\$51,860	\$26,575	\$23,743	\$22,357	-\$4,540	\$269,121	\$17,194	\$46,124	\$33,526
	Subtotal w/Indirect Costs:	\$14,126,752	\$5,079,738	\$2,803,082	\$2,325,672	\$2,188,877	-\$444,724	\$26,360,486	\$1,684,172	\$4,517,815	\$3,560,336
	OVERHEAD & PROFIT	\$741,654	\$266,696	\$136,661	\$122,098	\$114,968	-\$23,348	\$1,383,926	\$88,419	\$237,185	\$178,017
	FINAL BID AMOUNT ->	\$14,868,406	\$5,346,434	\$2,939,743	\$2,447,770	\$2,304,846	-\$468,072	\$27,744,412	\$1,772,591	\$4,755,000	\$3,738,353
	COST PER SQUARE FOOT	\$246.19	\$312.22	\$318.09	\$948.75	\$9.28	-\$5.84	\$322.80	\$58.70	\$157.46	\$123.79

Skanska/Wharton-Smith JV General Requirments Forecast

**Prepared for 3rd Floor Build Out Pricing
Proposal Date 5/18/09**

$$\begin{array}{ccc} M & N & O \\ & & (M * N) \end{array}$$

											COSTS		
		Original Budget Dolalrs	Unit Measure	APR	MAY	JUN	JUL	AUG	SEP	Cost to Complete			
										Units	Rate	Amount	
GENERAL REQUIREMENTS													
Personnel Non-Labor Expenses													
01190500	Ground Transportation	\$ -	L.S. Amount							0		\$0	
01191000	Airfare		L.S. Amount							0		\$0	
01191500	Hotel		L.S. Amount							0		\$0	
01192000	Meals		L.S. Amount		2	4	4	4		14	100	\$1,400	
01192500	Moving Expense		Is							0		\$0	
01193000	Per Diem		L.S. Amount		0.5	1	1	1		3.5	2.115	\$7,403	
01194000	Recognition		L.S. Amount							0		\$0	
Temporary Facilities													
01201000	Office Trailer Setup		L.S. Amount							0		\$0	
01202000	Owner/Architect Trailer		units per month							0		\$0	
01204000	Office Temporary Electric		units per month		0.5	1	1	1		3.5	500	\$1,750	
01204500	Office Temporary Water/Sewer		units per month		0.5	1	1	1		3.5	250	\$875	
01210500	Job Sign		L.S. Amount							0		\$0	
01220500	GC Office Furniture		L.S. Amount		0.5	1	1	1		3.5	105	\$368	
01221000	Office Supplies		units per month		0.5	1	1	1		3.5	150	\$525	
01221100	Drinking Water		units per month		0.5	1	1	1		3.5	150	\$525	
01221500	Sanitary Supplies		L.S. Amount		0.5	1	1	1		3.5	100	\$350	
01222000	Office Machines - Lease		units per month		0.5	1	1	1		3.5	800	\$2,800	
01222200	Fax Machines		units per month							0		\$0	
01223100	Telephone - Equip.		L.S. Amount		0.5	1	1	1		3.5	88	\$308	
01223200	Tele/Data Service - Install		L.S. Amount							0		\$0	
01223300	Telephone - Service		units per month		0.5	1	1	1		3.5	1,200	\$4,200	
01223500	Telephone - Owner / Architect		units per month							0		\$0	
01223600	Radio Communications		units per month							0		\$0	
01223800	Network Access Charges		units per month		0.5	1	1	1		4	55	\$193	
01224000	Security System - Offices		units per month		5	1	1	1		8	250	\$2,000	
01225000	Office Cleaning		units per month		0.5	1	1	1		3.5	75	\$263	
01226000	Computer and Software		units per month		0.5	1	1	1		3.5	355	\$1,243	
	Comp. & Software - Inst. Spare Equipment		units per month							0		\$0	
01226600	Project Mgt Information System		units per month		3.0	6	6	5		20	150	\$3,000	
01227000	Postage Charges		units per month		1	1	1	1		4	200	\$800	
01227200	As Builts		units per month							0		\$0	
01228100	Blueprints/Reproduction		units per month		0.5	1	1	1		3.5	150	\$525	
01228500	Progress Photos		units per month			1	1	1		3	125	\$375	
	Trailer Hookup									0		\$0	
Non-Sub 3rd Party Costs													
01311000	Equipment rentals		L.S. Amount		4	4	4	3		15	500	\$7,500	
01343000	Check Processing Fees		L.S. Amount			1	1	1		3	1,000	\$3,000	
01360000	Schedule Costs General		L.S. Amount							0		\$0	
Cleaning/Recycle/Disposal													
01403500	Cleaning Supplies		L.S. Units			1	1	1		3	150	\$450	
Jobsite Costs													
01503500	Temporary Protection		L.S. Amount			1	1	1		3	250	\$750	
01510500	Jobsite Watchman/Security		units per month		0.5	1	1	1		3.5	500	\$1,750	
01521000	Temp Signs/Traffic Signals		L.S. Amount			1	1	1		3	75	\$225	
01523000	Offsite Storage		L.S. Amount							0		\$0	
01580500	Safety Rails		L.S. Amount			1	1	1		3	450	\$1,350	
01584000	Fire Protection - Extinguisher		L.S. Amount							0		\$0	
01590500	Temporary Electric Service		units per month			1	1	1		3	9,000	\$27,000	
01592000	Temporary Water		units per month		0.5	1	1	1		4	200	\$700	
01596500	Badging system					1	1	1		3	200	\$600	
01620500	Small Tools and supplies		units per month							0		\$0	
Safety													
01600500	First Aid		L.S. Amount			1	1	1		3	150	\$450	
01601000	Safety Signs		L.S. Amount							0		\$0	
01602000	Hard Hats		L.S. Amount							0		\$0	
01602500	Safety Glasses		L.S. Amount							0		\$0	
01603500	Drug Screening		L.S. Amount			1	1	1		3	50	\$150	
01604000	Safety: Training		L.S. Amount							0		\$0	
01605000	Safety Incentives		L.S. Amount			1	1	1		3	200	\$600	
	Extinguishers		L.S. Amount							0		\$0	
Material Handling (Equip.)													

		Original Budget Dolars	Unit Measure							COSTS		
				APR	MAY	JUN	JUL	AUG	SEP	Cost to Complete		
										Units	Rate	Amount
01800500	Superintendent Auto Expenses (fuel)		units per month							0		\$0.
01802000	Project Manager Auto Expenses		units per month							0		\$0.
01833000	Misc Equipment Rental		units per month							0		\$0.
Bonds, Taxes, Insurances												
01900500	Insurance		L.S. Amount							0		\$0.
01911000	GC/CM Bond		L.S. Amount							0		\$0.
Subcontractors in Phase 150												
01200500	Office Trailer Rental		units per month		0.5	1	1	1		3.5	3,000	\$10,500
01225000	Office Cleaning		units per month							0		\$0.
01228500	Progress Photos	See Above	units per month							0		\$0.
01400000	Recycle/Disposal/Dumpster		L.S. Units		10	8	8	4		30	450	\$13,500
01400500	Field Toilets		units per month		0.5	1	1	1		4	425	\$1,488
TOTAL GENERAL REQUIREMENTS		\$ -								\$ 98,913		

WORK ORDER AMENDMENT

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

Amendment Number: 1

Work Order Number: 2

Master Agreement No.: RFP-0580-06/BLH Dated: July 11, 2006

Master Agreement Title: Owner's Representative Services for the Seminole County Jail Expansion

Project Title: Construction Phase and General Conditions

Consultant/Contractor: PMA Consultants, LLC
Address: 4901 Vineland Road, Suite 330
Orlando, FL 32811

ATTACHMENTS TO THIS AMENDMENT: ☐ drawings/plans/specifications
☒ additional scope of services – Attachment "A"
☐ special conditions
☐ additional method of compensation

In consideration of the mutual understandings and agreements contained herein, the parties agree Work Order Number 2 dated June 26, 2008, is amended as follows:

Through the execution of this Work Order Amendment, the CONSULTANT shall be compensated an additional ONE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND 20/100 DOLLARS (\$185,835.20) to perform services under the additional scope included as Attachment "A" to this Work Order Amendment.

The total revised amount of fixed fee compensation under this Work Order shall be ONE MILLION TWO HUNDRED THIRTEEN THOUSAND EIGHT AND 20/100 DOLLARS (\$1,213,008.20).

Except as herein modified, all terms and conditions of this Work Order shall remain in full force and effect for the term of this Work Order as originally set forth in said Work Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

PMA Consultants, LLC

, Secretary

By: _____
Richard J. McAfee, Managing Principal

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC #804657

Original ON #15630

WORK ORDER AMENDMENT

TERMS AND CONDITIONS

- a) Except as herein modified, all terms and conditions of the cited original Work Order (as previously amended, if applicable) shall remain in full force and effect for the term of the Work Order as originally set forth in said Work Order.
- b) In accordance with the Master Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Work Order as indicated.
- c) The Scope of Services attached to the cited Work Order may be modified as provided in any attached Exhibit "A" which will be incorporated by this reference.
- d) The CONSULTANT/CONTRACTOR shall provide said services pursuant to this Amendment, the cited Work Order (as further amended, if applicable), its Attachments, and the cited Master Agreement (as amended, if applicable) which are incorporated herein by reference as if they had been set out in their entirety.
- e) It is expressly understood by the CONSULTANT/CONTRACTOR that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Work Order and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.
- f) The CONSULTANT/CONTRACTOR shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT/CONTRACTOR upon execution by the COUNTY.



PMA Consultants

4801 Vineland Road, Suite 300 • Orlando, FL
Tel: 407.251.7016 • Fax: 407.251.1016

May 28, 2009

Mr. Frank Raymond
Director of Administrative Services
200 W. County Home Road
Sanford, FL 32773

Subject: *Fee Proposal for Continuation of Services*
Seminole County Corrections Expansion Project

Dear Mr. Raymond:

Per our telephone discussions we understand that the Skanska/Wharton Smith Joint Venture has proffered a proposal to finish out the third floor of the jail expansion. This proposal would move the substantial completion date out to 29 August 2010. PMA Consultants has been requested to tender a proposal for services during this extended construction phase period. Our proposal totals \$185,835 as detailed below:

PMA Consultants, LLC Seminole County Corrections Expansion

Third Floor Fit Out Proposal					
		rate	hrs / week	# of weeks	total
Rich McAfee		\$228.00	0		\$ -
Pete Markham	30% time	\$140.00	12	19	\$31,920.00
Carolyn McAfee	80% time	\$ 81.40	32	19	\$49,491.20
Larry Willbur	25% time	\$129.00	10	19	\$24,510.00
Jackie Martinez	50% time	\$ 40.00	20	19	\$15,200.00
URS Inspector	Full time	\$94.50	38	18	\$64,638.00
John J. Christie and Associates	already in budget				\$ -
				subtotal	\$185,759.20
GENERAL CONDITIONS	Office supplies, sanitary supplies, printer ink (\$4.00 per week)			subtotal	\$ 76.00
				TOTAL	\$185,835.20



We sincerely appreciate your confidence in continuing to look to PMA for these services and we look forward to continuing work with the County on this project. Please contact me at 407-351-7016 or cell number 407-758-0800, if you have any questions or require additional information.

Sincerely,

A handwritten signature in cursive script, reading 'Richard J. McAfee', is positioned above the typed name.

Richard J. McAfee, P.E.
Managing Principal

RJM/rm

cc: Rich McAfee

Jerry Neibert

Carolyn McAfee

Jennifer Cole

FILE 2882

**THIRD AMENDMENT TO ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT
SEMINOLE COUNTY JOHN E. POLK CORRECTIONAL FACILITY EXPANSION
(PS-0369-05/DRR)**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on June 28, 2006, as amended on September 26, 2006 and on October 15, 2007, between **HKS ARCHITECTS, INC.**, whose address is 225 E. Robinson Street, Suite 405, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above-referenced Agreement on June 28, 2006, as amended on September 26, 2006 and on October 15, 2007, for architectural and engineering services for the John E. Polk Correctional Facility expansion; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 22 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2, Time for Completion, of the Agreement is hereby amended to read:

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced within thirty (30) days of execution of this Agreement by the parties and the Agreement shall terminate thirty

(30) calendar days after the execution of Final Acceptance for the construction project.

2. Section 5, Compensation and Payment, of the Agreement is hereby amended to read:

SECTION 5. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the sum of TWO MILLION NINE HUNDRED TWELVE THOUSAND ONE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$2,912,156.00). The fixed fee shall be comprised of separate fee components for each phase of this Agreement and will be billed and paid monthly as follows: (1) for pre-construction services based upon a percentage of CONSULTANT's work actually completed and accepted; and (2) for construction services, based upon a percentage of the construction work actually completed. CONSULTANT shall provide, as a condition precedent to receiving payment for any services hereunder, a schedule of services which identifies in detail the portions of its fixed fee allocated to the various Services to be provided in accordance with this Agreement. CONSULTANT shall perform all work required by the Scope of Services and the terms of this Agreement, but in no event, shall CONSULTANT be paid more than the fixed fee amount stated above, except by authorized Amendment.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

(c) In the event CONSULTANT falls behind the schedule outlined in this Agreement, no further progress payments will be made until CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved by COUNTY, or until all work has been completed

and accepted by COUNTY.

(d) Additional Services are those provided by CONSULTANT at the request of COUNTY, approved in advance by COUNTY, and not otherwise a requirement of this Agreement. Additional Services shall be paid as outlined in paragraph (e) below.

(e) CHANGES IN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION. If instructed to do so by the COUNTY, CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission, or negligence of CONSULTANT, CONSULTANT may be entitled to additional compensation as Additional Services. The additional compensation shall be computed by CONSULTANT on a revised fee quotation proposal and submitted to the REPRESENTATIVE for prior written approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by written amendment to this Agreement. In all disputes arising over the right to additional compensation, COUNTY shall reasonably determine whether substantial acceptable work has been done on documents such that changes, revisions, or preparation of additional documents result in additional compensation to CONSULTANT.

COUNTY reserves the right to change CONSULTANT's Scope of Services and CONSULTANT agrees to provide and perform such reasonable changes in services as are requested and authorized by written order by COUNTY and subject to any adjustment in compensation as set forth herein.

In the event COUNTY issues CONSULTANT a written order or directive to change the Scope of Services, and COUNTY and CONSULTANT do not arrive at a mutually acceptable change in the contractually established compensation and/or schedule at the time the written order or directive is issued, CONSULTANT shall proceed with the change in services and shall not use such lack of mutual acceptance as a basis or cause to stop

or otherwise delay the progress or completion of any of the services or work to be provided or performed by CONSULTANT pursuant to this Agreement. Any and all such changes in the Scope of Services which will result in a change in CONSULTANT's contractually established compensation or work schedule shall be confirmed by COUNTY's issuance of a written amendment to this Agreement.

(f) NO COMPENSATION FOR SERVICES REQUIRED DUE TO CONSULTANT'S ERRORS OR OMISSIONS. Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no professional services made necessary by any error, omission, or fault of CONSULTANT to provide or perform its duties, responsibilities, or obligations under this Agreement shall be compensated under this Agreement.

3. Exhibit A is amended by the addition of those additional services as described in Exhibit A, attached hereto.

4. The Purchasing and Contracts Manager is hereby authorized to execute this Amendment on behalf of the COUNTY.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

[Balance left intentionally blank;

Attestations on page 5 of 5]

IN WITNESS WHEREOF, the parties hereto have executed this instrument for
the purpose herein expressed.

ATTEST:

HKS ARCHITECTS, INC.

NUNZIO M. DESANTIS
Secretary

(CORPORATE SEAL)

By: _____
H. RALPH HAWKINS
President

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Date: _____

As authorized by Section 8.153,
Seminole County Administrative
Code.



County Attorney

AEC/lpk

6/3/09

P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-0369 3am.doc

Attachment:

Exhibit A - Additional Scope of Services



May 11, 2009 (*Rev May 19, 2009*)

Mr. Frank Raymond, CGC
Director
Administrative Services Department
Seminole County
200 West County Home Road
Sanford, Florida 32773

Re: John E. Polk Correctional Facility Expansion
(PS - 0369 - 05 / DRR)
HKS # 10134.002

Dear Frank

HKS is pleased to provide this proposal for additional professional design services for the above referenced project. This proposal reflects the implementation of the new project scope and required changes for approximately 104 days of extended construction administration services which reflect the infill of the third floor for the housing building "Zone A" that was recently discussed at the OAC meetings.

Scope of Services

- Design modification's to reflect the infill of all trades for the third floor finish out.
- All required code infrastructure to accommodate the infill of the third floor.
- Research and implementation of recent code updates and any required changes.
- Provide for additional weekly Owner and Construction Manager group meetings during the 104 day extension.
- Provide one additional meeting which will specifically address pricing and GMP increase impact.
- Provide for additional plotting, printing and distribution.
- Provide revised drawings for Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Audio-Visual, and Security.
- Participate in plan review agency submittals and permitting for the new scope.
- Provide for implementation of new plan review agency comments.
- Provide for coordination of disciplines.
- Provide for expedited issue of the drawing package so as to allow un interrupted construction
- Provide for review of new project submittals.

Schedule

- Upon acceptance of this proposal and written authorization to proceed the modified drawing package for the new project will take 20 working days to complete and check.

Compensation

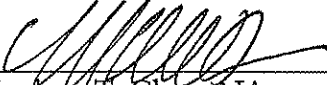
For the services specified above

- Services Fee Adjustment \$224,349.00
- Basic services for the Construction Document Phase, Bidding / Negotiation Phase and Construction Contract Administration Phase will remain as identified in Section 1, (a), (7), (C), and (8) through (23) of our Architectural and Engineering Services Agreement.

General Provisions

- Related project expenses will be billed and reimbursed from an allowance as identified in the Architectural and Engineering Services Agreement dated 28 June, 2006. We will notify you if the expense allowance may be exceeded.
- All other terms and conditions shall be in accordance with the terms and conditions of the Architectural and Engineering Services Agreement dated 28, June, 2006.

If you are in agreement with this proposal, please sign both copies, retain one for your files and return the other to me. Once again, thank you very much for the opportunity to be of continued service to Seminole County.


Matthew T. Clear, AIA
Principal
HKS Architects, Inc.


Date

Frank Raymond Date
Director
Administrative Services Department
Seminole County

Cc: Mr. Scott Werley
Mr. Pete Markham
Mr. Bill Stimson

2009-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Administrative Services**
Fund: Jail Project/2005 Fund

FS Recommendation

Timothy Jecks

06/03/09

Analyst

Date

Budget Manager

Date

PURPOSE: Budget Interest Income for use on third floor construction of the John E. Polk Correctional Facility.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
32000.361100.010575		Interest on Investments	\$ 280,900
32000.999997.599998		Reserve for Contingencies	\$3,259,673
Total Sources			\$ 3,540,573

Uses:

Account Number	Project #	Account Title	Amount
32000.010575.560650	00273501	Construction In Progress (Jail Expansion)	\$ 3,540,573
Total Uses			\$ 3,540,573

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By:
Bob Dallari,
Chairman

Date:

Date:

Entered by County Finance Department

Date: